

Section B - Supplies or Services and Prices

CLIN	Supplies/Services	QTY	Unit	
0001	Steel Targets – Ft Carson	1	Lot	Firm-Fixed Price _____ FFP
0002	Steel Targets – Yakima Trng Area	1	Lot	Firm-Fixed Price _____ FFP
0003	Steel Targets – Ft Bliss	1	Lot	Firm-Fixed Price _____ FFP
0004	Plastic Targets – Ft Carson	1	Lot	Firm-Fixed Price _____ FFP
0005	Plastic Targets – Yakima Trng Area	1	Lot	Firm-Fixed Price _____ FFP
0006	Range and Training Assistance (Do not price)	1	Lot	Time and Materials TBN
0007	Technical Data	1	Lot	NSP

Section C- Description/Specifications

C.1 The Contractor shall complete the efforts as identified in Section B in this solicitation and in accordance with the Statement of Work (SOW) for Aviation Targetry for the DRTS Program, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012 and appendices herein as Attachment 1. The scope includes the procurement and/or fabrication, and installation of equipment in support of the DRTS Program at Fort Carson, Colorado; Yakima Training Area, Washington; and Fort Bliss, Texas. All terms and conditions of the contractors' basic award apply and remain in full force and effect.

C.2 CLIN 0001 - Steel Targets – Ft Carson (FFP)

The contractor shall procure and fabricate materials, perform range preparation, install hardware and support verification for the Aviation Targets in accordance with the SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012. The contractor shall also include, in the overall FFP, the requirement for equipment repair (warranty).

C.3 CLIN 0002 - Steel Targets – Yakima Trng Area (FFP)

The contractor shall procure and fabricate materials, perform range preparation, install hardware and support verification for the Aviation Targets in accordance with the SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012. The contractor shall also include, in the overall FFP, the requirement for equipment repair (warranty).

C.4 CLIN 0003 - Steel Targets – Ft Bliss (FFP)

The contractor shall procure and fabricate materials, perform range preparation, install hardware and support verification for the Aviation Targets in accordance with the SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012. The contractor shall also include, in the overall FFP, the requirement for equipment repair (warranty).

C.5 CLIN 0004 – Plastic Targets – Ft Carson (FFP)

The contractor shall procure and fabricate materials, perform range preparation, install hardware and support verification for the Aviation Targets in accordance with the SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012. The contractor shall also include, in the overall FFP, the requirement for equipment repair (warranty).

C.6 CLIN 0005 - Plastic Targets – Yakima Trng Area (FFP)

The contractor shall procure and fabricate materials, perform range preparation, install hardware and support verification for the Aviation Targets in accordance with the SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012. The contractor shall also include, in the overall FFP, the requirement for equipment repair (warranty).

C.7 CLIN 0006 Range and Training Assistance (T&M)

The contractor shall furnish all necessary personnel, material, equipment and other services as may be required to perform range and training assistance in accordance with applicable requirements of SOW PEO-STRI-12-W034, Version 1.1, dated 2 March 2012 and in accordance with work request procedures.

C.8 CLIN 0007– Technial Data (NSP)

The contractor shall prepare and provide technical data in accordance with the requirements of the Contract Data Requirements List (CDRL), DD Forms 1423-1, Exhibit A, and as specified in the Aviation Targets SOW.

Section E - Inspection and Acceptance**E.1 INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Government	Government	Government	Government

E.2 5152-246-5003 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (PEO-STRI) (JAN 2008)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his/her duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423-1, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of a PCO signed 4330/60 Form, herein as Attachment 2.

Section F - Deliveries or Performance**F.1 DELIVERY INFORMATION**

The dates below reflect the date of final delivery for all CLINs

<u>CLIN</u>	<u>Delivery Date</u>	<u>Quantity</u>	<u>Ship to Address</u>	<u>UIC</u>
0001	14 Sep 12	1 Lot	Fort Carson, CO	
0002	21 Sep 12	1 Lot	Yakima Training Center, WA	
0003	28 Sep 12	1 lot	Fort Bliss, TX	
0004	14 Sep 12	1 Lot	Fort Carson, CO	
0005	21 Sep 12	1 Lot	Yakima Training Center, WA	
0006	TBD			
0007	As required by CDRL	1 Lot	PEO STRI	

F.2 5152.247-5003 TECHNICAL DATA AND INFORMATION (PEO-STRI) (SEP 2006)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, which are listed in Block 6 of the DD Form 1423.

(1) CONTRACTS: CODE SFAE-STRI-KOL

- (a) PCO, Lisa Parker Lisa.C.Parker@us.army.mil
- (b) Contract Specialist Marie.Bittikofer@us.army.mil

(2) PM DT: CODE SFAE-STRI-PM-DT

- (a) Randi Kahl Randi.Kahl@us.army.mil

(3) ENGINEERING: CODE SFAE-STRI-PS-E-L

- (a) Carleton Stargel carl.stargel@us.army.mil

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

US Army, PEO STRI

Code: (specific code and name)

12350 Research Parkway

Orlando, FL 32826

Section G - Contract Administration Data**G.1 ACCOUNTING AND APPROPRIATION DATA**

TBD

G.2 52.232-16 PROGRESS PAYMENTS (AUG 2010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract

modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

**G.3 5152.232-5011 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS)
(PEO-STRI) (SEP 2008)**

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>.

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF: (To Be Completed at Time of Award)

Receiving Report (DD 250) Destination Inspection / Destination Acceptance		
Inspect and Accept at place of destination		
Invoice and Receiving Report (Combo) - Destination Inspection / Destination Acceptance		
Pay DoDAAC		
IssueBy DoDAAC	W900KK	To be
Admin DoDAAC		Completed
InspectBy DoDAAC	W906ZL	Upon Award

Ship To Code	W906ZL
Cost Voucher (T&M – LH – Cost)	
Pay DoDAAC	
IssueBy DoDAAC	W900KK To be
Admin DoDAAC	Completed
DCAA Auditor DoDAAC	Upon Award
Service Approver	W906ZL
Progress Payment	
Pay DoDAAC	
IssueBy DoDAAC	W900KK To be
Admin DoDAAC	Completed
InspectBy DoDAAC	W906ZL Upon Award
Contracting Officer	W900KK

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Job Title
Ms. Randi Kahl	Randi.Kahl@us.army.mil	(407) 384-5194	Role: Acceptor, Inspector
Ms. Marie Bittikofer	Marie.Bittikofer@us.army.mil	(407) 208-5086	Role: View Only
Ms. Lisa Parker	Lisa.C.Parker@us.army.mil	(407) 380-4054	Role: Acceptor, Inspector

(End of clause)

G.4 252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End of clause)

G.5 52.232-13 -- Notice of Progress Payments. (Apr 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of Provision)

Section H- Special Contract Requirements**H.1 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)**

(a) Definitions. As used in this clause --

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for two (2) years after delivery

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

H.2 5152.246-5010 WARRANTY (PEO-STRI) (SEP 2006)

(a) Definitions:

(1) Acceptance. The word “acceptance” used herein means the signing of a DD Form 250 by the duly authorized Government representative.

(2) Supplies. The word “supplies” as used herein means end items furnished by the contractor.

(3) Defects. As used herein means any condition or characteristic in any supplies furnished by the contractor under this contract that is not in compliance with the requirements of the contract.

(4) Correct. As used herein means to eliminate the defects. Corrective action may include repair, replacement, redesign, and development and qualification of a modification to eliminate the defect and retrofit of such modification.

(5) Organic Repair. As used herein means organizational, intermediate, or depot level repair actions performed by any Army or other Department of Defense activity.

(6) Essential Performance Requirements. As used herein means any operational capability or other characteristic identified as an essential performance requirement necessary for the supplies to fulfill the military requirements for which they were designed. Essential performance requirements are set forth in Appendix B, “Technical Requirements Description” of the SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012.

(b) Warranty.

(1) Notwithstanding inspection and acceptance by the Government or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that, all supplies furnished under this contract:

(i) shall conform to the design and manufacturing requirements in the contract and amendments thereto;

(ii) shall be free from all defects in material and workmanship, at the time of acceptance, and

(iii) shall conform to the essential performance requirements delineated in the applicable specification or SOW, PEO-STRI-12-W034, Version 1.1, dated 2 March 2012.

(2) With respect to Government-furnished property, the contractor’s warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on such property in which case the contractor’s warranty shall extend to such modification or other work.

(3) This warranty will not be voided by organic repair.

(c) Remedies.

(1) Corrective Actions. In the event of a breach of the contractor’s warranty in paragraph (b) above, the Government, at its election, may require the contractor to take all actions necessary to correct the breach at no additional cost to the United States including:

(i) Perform analyses of causes of defects or failures resulting in a breach of warranty provisions under this contract, propose corrective actions for such causes including schedules for performing such

corrective actions, and, if so directed by the Contracting Officer, perform the corrective actions proposed as a result of such analyses;

(ii) Correct, at the original point of delivery or at the contractor's plant, defective or nonconforming supplies;

(iii) Furnish, at the original point of delivery or at contractor's plant, such materials or parts and installation instructions as may be required to complete successfully the corrective action; and

(iv) Prepare and furnish new or revised data and reports associated with the corrective action, including all affected data delineated in the DD 1423s under this contract.

(2) Equitable Adjustment.

(i) If the Government elects not to require the contractor to take corrective action for any breach or warranty under this clause, the Government shall be entitled to an equitable reduction in the price of such supplies.

(ii) If the Government performs or has performed the corrective action, the Government shall be entitled to the reimbursement of reasonable costs incurred to correct the deficiency.

(3) When supplies require correction or replacement pursuant to this clause, the Government will bear the cost of the transportation to the port of CONUS entry. The contractor will bear the transportation costs between the CONUS port of entry and the site where correction or replacement action occurs and subsequent return to that port of entry.

(d) Notification and Correction Procedures.

(1) Except as the notification period may be extended by operation of paragraph (d)(4) herein, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above including a description of the breach within two (2) years, after acceptance of nonconforming or defective supplies. Written notice may consist of any of the following: a letter from the Contracting Officer or his duly authorized representative, conditions cited on the DD Form 250 for acceptance of supplies, a Quality Deficiency Report (QDR), or a Maintenance Action Form (MAF). If the Contractor has knowledge of a defect constituting a breach of the warranty in paragraph (b) above, such knowledge shall be deemed to constitute written notice.

(2) Within seven (7) days of such notification, the contractor shall submit to the Contracting Officer a written plan with recommended actions and a proposed schedule to remedy the breach.

(3) The contractor warrants that all corrective action pursuant to the Remedies section of this clause shall be completed and supplies tendered for redelivery to the Government within either (i) 30 days calendar days from the date of contractor receipt of uncorrected supplies at the contractor's plant or original point of delivery or (ii) a schedule pursuant to a plan of action approved in writing by the Contracting Officer. If the contractor is unable to provide corrective action within the applicable time frame, the contractor shall request an extension, in writing, from the Contracting Officer.

(4) Notification Period for Board of Inspection and Survey Trials. (Applicable only to Aircraft) If Board of Inspection and Survey (BIS) trials are conducted or will be conducted under this or any prior contract with respect to aircraft of the type or types to be delivered under this contract, the period of notification of a breach of the warranties in paragraph (b) shall be one (1) year from the date the last aircraft of the type being acquired under this contract completes BIS trials, or two (2) years from the date the first such aircraft is accepted for such trials, whichever is later. For the purpose of this clause, aircraft with different Government model letter designations shall, unless otherwise provided in the contract, be considered aircraft of different types.

(5) Warranty for Corrected or Replaced Supplies. Any supplies or components replaced pursuant to this warranty are subject to the provisions of this clause, including those on remedies and notification, in

the same manner as supplies or components initially delivered. For supplies or components corrected under this clause by repair, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above (including a description of the breach) within the original warranty period, after receipt by the Government of the corrected supplies.

(6) The contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with the Contracting Officer's direction to correct the breach. If after the contractor undertakes correction, it is determined that a breach of warranty did not occur, the price and other affected provisions of this contract will be equitably adjusted to compensate the contractor for actions taken pursuant to this clause.

(e) Marking.

(1) For each aircraft, missile, or engine delivered, the contractor shall provide complete, accurate and legible warranty information in the Aircraft or Engine Log Book or Aeronautical Equipment Service Record as part of the acceptance of each aircraft, missile, or engine.

(2) All other warranty supplies furnished under this contract shall be identified as such by marking each weapon replaceable assembly (WRA) in accordance with MIL-STD-130 and each shipping container in accordance with MIL-STD-129.

(3) For supplies accepted conditionally or under special conditions, the applicable log book or aeronautical equipment service record card shall specify any exceptions to acceptance, including work to be completed, material to be installed and defects or nonconformances to be corrected.

(4) All warranty markings shall be indelible, legible and include, as a minimum, the following:

(i) "WARRANTY ITEM" in bold letters at least twice as large as those used to provide additional information;

(ii) NSN, manufacturer's part number, serial number or other item identifier;

(iii) contract number;

(iv) manufacturer or entity providing the warranty;

(v) date or time for expiration of the warranty;

(vi) a statement that organic repair will not void the warranty; and,

(vii) shipping location and point of contact for warranty repairs.

(f) Warranty Administration.

Dual Processing. When an item is required to be processed for a QDR investigation and a warranty claim, the contractor shall fulfill both requirements. If the contractor has extenuating circumstances that make it impossible to meet the warranty turnaround requirements and also perform a QDR investigation, then the contractor shall request from the Procuring Contracting Officer (PCO) or his duly authorized representative an extension of the warranty turn-around-time in paragraph (d)(3) above.

(g) Miscellaneous.

(1) The rights and remedies of the Government and the contractor provided in this clause are in addition to, and do not limit, any rights and remedies the Government and contractor may have under any other clause or provision of this contract.

(2) The Government's rights under this contract because of latent defects, fraud, or such gross mistakes as amount to fraud are not limited by this clause.

(3) The warranties expressed herein are in lieu of any implied warranty of Merchantability or Fitness for a particular purpose.

(End of Clause)

H.3 5152.228-5001 LIABILITY INSURANCE (PEO-STRI) (SEP 2006)

The following types of insurance are required in accordance with the clause entitled, "FAR 52.228-5, Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

Section I- Contract Clauses

I.1 52.204-7 Central Contractor Registration (Feb 2012)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

I.2 252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

Section J- List of Documents, Exhibits and Other Attachments

Attachments: (For informational purposes only, will be finalized at time of award)

- 1) Aviation Targets Statement of Work (SOW) PEO-STRI-12-W034, Version 1.1, dated 2 March 2012, including Appendices A and B.
- 2) Data Item Transmittal, PEO STRI Form 4330/60
- 3) Proposal Submission Instructions
- 4) Requirements Matrix

Exhibits:

- A) DD Form 1423-1 Contract Data Requirements List (CDRL) A001.